

POLE No.

62138

62137 (N/P)

62136

62135

62149

No. NUMBER

62201

62199

62307

62200

No. NUMBER

62410

62404

62408 (N/P)

62407

62397

62396

62395. →

61032

61031

61030

61029

61028

61020

STREETS

10th

WOODLAND / CHURCHILL

↓

ON TO CUMTOW (WEST BOUND)

RIDGE

61887

61888

61889

62054

62109

62110

62111

62112

62156

62167

62168

62169

62170

62412

62413

62414

62502

62503

62504

62760

62759

62603

62602

62508

62597

YOCK No

STREET

STANTON, Leonard T. HANSON

62685

62673

N/P

62682

62681

62680

62679

60325

60324

60323

60322

60321 (N/P)

60320

60319

60318

60317

60316

60315

60314

60313

60312

60311

60310

60309

60308

HANSON ST.

PAGE 3

Page No

874527

60307

60306

60437

60436

60435

60434

N/A

60304

60425

60303

60302

60301

60426

N/A

N/A

N/A

60719

60631

N/A

60493

61262

61263

61264

61265

MANISON

VOLE No

PAGES

579567

61206

61267

61268

60289

61609

61598

61599

629-6

~~616~~ 61600

61601

61602

61603

61604

62676

(PIERMONT)

60014

62391

62390

62389

62388

61597

N/A

PS 877

PS 189

N/A

Page No.

PAGE 6

5-1-15-1

62064

62654

62647

62347

61471

61472

61473

61474

N/A 61475

61476

N/A

61319

61318 (N/A)

61317

61316

61521

61520

61477

61315

61314

61313

61312 (N/A)

61311

(GROVE SIR)

600000

Page 7

571267

60272

60620

61575

61574

60642

61864

N/A

61063

N/A

60480

60138

N/A ~~(60138)~~

TERMINAL R0

60140

60139

60239

62501

60064

60063

N/A (60062)

60061

60060

N/A

N/A

JUN -05' 00 (MON) 10:04 PLANNING & ENGINEERING

TEL: 201 541 0415

P. 012

POLE NOPAGE 8

STREET

61339

61338

61337

60371

60372 (N/R)

60373

60374

60377

60378

WESTERVELT

N/R

N/R

AFTER RAILROAD CROSSING
WESTERVELT / DEAN DR

N/R = NO NUMBER OR POLE

Total Number of Poles 183

AGREEMENT

This AGREEMENT made this 17 day of September, 1997.

BETWEEN: The Borough of Tenally, a municipal corporation
of the State of New Jersey, having its principal
office at 100 Riveredge Road, Tenally, New
Jersey (hereinafter "Borough")

AND JONATHON R. and JUDITH E. FURER, residing at
45 Park Street, Tenally, New Jersey
(hereinafter owners)

WITNESSETH

WHEREAS, Jonathon R. and Judith E. Furer, owners of Lot 6, Block 1604 as set forth on the tax assessment map of the Borough of Tenally, commonly known as 45 Park Street, has submitted to the Mayor and Council a request to permit the encroachment of two (2) 4'5" high x 2'5" square columns with 24" light fixtures affixed atop each, both of which are located in the Borough's right of way, to remain, as set forth on a plan entitled "Map of Property of Jonathon R. Furer & Judith E. Furer" prepared by G. B. Associates, Inc., Engineers and Surveyors, 144 Jewell Street, Garfield, NJ 07026, dated August 6, 1996; and

WHEREAS, under present conditions, the columns do not render pedestrian traffic dangerous or unsafe or obstruct the same.

NOW THEREFORE in consideration of One Dollar (\$1.00) and the mutual covenants and promises set forth herein, the parties do agree as follows:

1. The property owners may retain the columns with lights in accordance with the aforesaid plan (the plan shall be maintained as a permanent record with the Office of the Borough Clerk of the Borough of Tenally).
2. The maintenance of said columns with lights shall be the continuing duty and obligation of the property owners.
3. The property owner does hereby agree to indemnify and hold harmless the Borough for any liability occasioned by the encroachment into the Borough's right of way.



4. Any engineering or legal fees occasioned by this approval or any future modification pursuant to this Agreement shall be paid directly to the Borough by the property owner.

5. The Borough reserves the right to demand in the future the relocation of the columns with lights, and within (thirty) 30 days of said demand, which shall be in writing, the property owners, at their own cost and expense, shall comply with the demand of the Borough.

6. In the event the said columns with lights are removed from the right of way, or the property owners are in compliance with any then applicable ordinance, their liability hereunder shall cease.

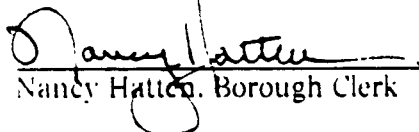
7. The cost of recording this document shall be borne by the property owners.

8. This agreement shall be a restriction upon the premises.

9. This agreement shall be binding upon the parties, their heirs, successors, administrators, assigns and any prospective purchaser of said tract.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and caused these presents to be signed by their proper officials and their corporate seal affixed the day and year first above written.


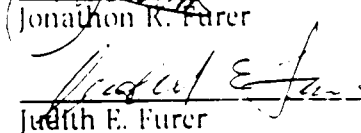
ATTEST:


Nancy Hatten, Borough Clerk

WITNESS:

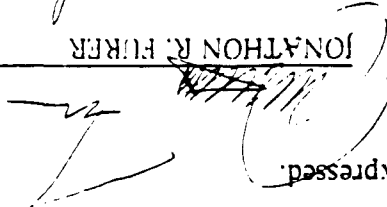
BOROUGH OF TENAFLY

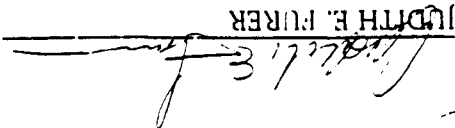

Ann A. Moscovitz, Mayor


Jonathon R. Furer

Judith E. Furer

STATE OF NEW JERSEY)
(COUNTY OF BERGEN)

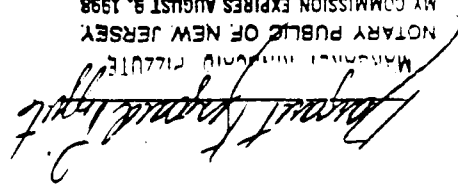
BE IT REMEMBERED that on this _____ day of September, 1997, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared JONATHON R. FURER, and JUDITH E. FURER, his wife, who I am satisfied are the persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed and for the uses and purposes therein expressed.



JONATHON R. FURER


JUDITH E. FURER

Sworn to and subscribed to
before me this 3 day
of October, 1997.


MANUEL M. MONTANO, Notary Public
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 8, 1998

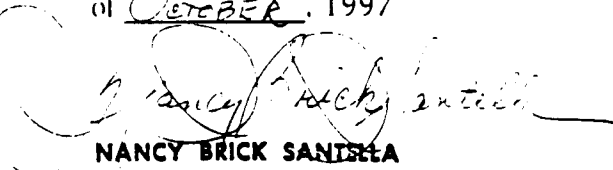
STATE OF NEW JERSEY)

COUNTY OF BERGEN)

BE IT REMEMBERED, that on this 6th day of ~~September~~ October, 1997, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared NANCY HATTEN, who being by me duly sworn on her oath, says that she is the Borough Clerk of the Borough of Tenafly, the municipal corporation named in the foregoing Instrument; that she well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was affixed and the said Instrument signed and delivered by ANN A. MOSCOVITZ, who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of said corporation, by virtue of authority from its Mayor and Council, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.


NANCY HATTEN, RMC
Borough Clerk

Sworn to and subscribed to
before me this 6th day
of OCTOBER, 1997


NANCY BRICK SANTALLA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 6, 1998

1. BEING LOT G IN BLOCK 178 AS SHOWN ON
TAX MAP OF BOROUGH OF TENAFLY.
2. BEING PID LOT 59 AS SHOWN ON A MAP
ENTITLED: MAP OF HIGHWOOD PARK &
SITE " FILED IN BERGEN COUNTY, N.J.
DATED 1866.

GUNTIS BOLE NJ PE. & L.S. LICENSE NO 13,928

MAP OF PROPERTY OF
JONATHON R. FURER & JUDITH E. FURER

LOT 6 IN BLOCK 178 TAX MAP

BOROUGH OF TENAFLY
BERGEN COUNTY NEW JERSEY

G.B. ASSOCIATES, INC.
ENGINEERS & SURVEYORS
144 JEWELL STREET
GARFIELD, NEW JERSEY 07026
(201) 340-0948 FAX 340-0015

SCALE: 1" = 30'-0"
DATE: AUG. 6, 19
SHEET NO. 1 OF
FILE NO. 96/145

BOROUGH OF TENAFLY

RESOLUTION

OFFERED BY: Councilmember Rouse

SECONDED BY: Councilmember Saunders

At a regular meeting of the Mayor and Council of the Borough of Tenafly, New Jersey held on Tuesday, May 8, 1990.

WHEREAS, ALEXANDER AND KADRA ZARWI are the owners of Lot 20, Block 179 on the tax assessment map of the Borough of Tenafly, commonly known as 30 Park Street, Tenafly, New Jersey, has requested the Mayor and Council to grant permission to install a sprinkler system within the sidewalk area as defined in Ordinance No. 691 as amended, on Park Street adjacent to the aforesaid property; and

WHEREAS, the Mayor and Council have considered the said request with consideration being given to the guidelines of the aforesaid Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the request is hereby approved, subject to the following conditions:

1. The property owners shall execute the agreement attached hereto and made a part hereof.
2. All cost and expenses, including legal fees, recording charges and engineering fees, shall be paid by the property owner and their successors and assigns as may be required by the said agreement. The property owner shall deposit \$200.00 in escrow with the Borough Clerk to cover the initial costs.



3. The installation of the sprinkler system shall be in accordance with the plan prepared by the owner and attached hereto and made a part hereof.
4. The property owners, shall, at any time in the future, and upon 30 days' notice, in writing, from the Mayor and Council, modify the plan as demanded by the Mayor and Council at their own cost and expense.

Dated: May 8, 1990

Vote recorded as follows:

Councilmember Rouse	Aye
Councilmember Bruck	Aye
Councilmember Saunders	Aye
Councilmember Arilotta	Aye
Councilmember Lustig	Aye
Councilmember Kerge	Aye

RECORDING FEE \$50.00
PAID *74*

Deeds

RECORDED - PERCEN COUNTY

91 MAY -7 AM 11:08

037783

Keller & Associates

A G R E E M E N T

THIS AGREEMENT made this *23rd* day of *APRIL*, 1991

BETWEEN

THE BOROUGH OF TENAFLY, a municipal corporation of the State of New Jersey having its principal office at 401 Tenaflly Road, Tenaflly, New Jersey (hereinafter Borough)

AND:

DONALD WEIN and SANDRA WEIN, his wife at 198 Elm Street, Tenaflly, New Jersey 07670 (hereinafter owner)

W I T N E S S E T H

WHEREAS, Donald Wein and Sandra Wein, his wife, owners of Lot 16, Block 204 as set forth on the tax assessment map of the Borough of Tenaflly, commonly known as 198 Elm Street have submitted to the Mayor and Council a request to construct a sprinkling system within the sidewalk area as defined in the Borough Ordinance No. 691 as amended and as set forth on a survey attached hereto prepared by F. William Koestner, Jr., L.S. dated August 18, 1989; and

WHEREAS, under present conditions the proposal would not render pedestrian traffic dangerous or unsafe or obstruct the same.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and the mutual covenants and promises set forth herein the parties do agree as follows:

1. The property owner may construct said sprinkler system in accordance with the aforesaid plan, (the plan shall be

Prepared by:



[Signature]
James P. Logan, Esq.

ny 7439 PG936

maintained a permanent record with the office of the Borough Clerk of the Borough of Tenafly.)

2. The maintenance of said sprinkler system shall be the continuing duty and obligation of the property owner.

3. The property owner does hereby agree to indemnify and hold harmless the Borough for any liability occasioned by the encroachment into the said sidewalk area.

4. Any engineering or legal fees occasioned by this approval or any future modification pursuant to this Agreement shall be paid directly to the Borough by the property owner.

5. The Borough reserves the right to demand in the future the relocation of the sprinkler system, and within thirty (30) days of said demand, which shall be in writing, the property owner, at their own cost and expense, shall comply with the demand of the Borough.

6. In the event the said sprinkler system is removed from the sidewalk area as defined, or the property owners are in compliance with any then applicable ordinance, their liability hereunder shall cease.

7. The cost of recording this document shall be borne by the property owners.

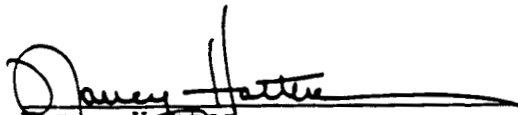
8. This agreement shall be a restriction upon the premises.

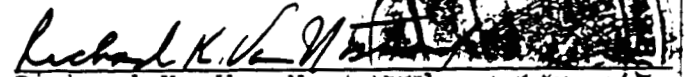
9. This agreement shall be binding upon the parties, their heirs, successors, administrators, assigns and any prospective purchaser of said tract.


IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals and caused these presents to be
signed by their proper officials and their corporate seal
affixed the day and year first above written.

BOROUGH OF TENAFLY

ATTEST:

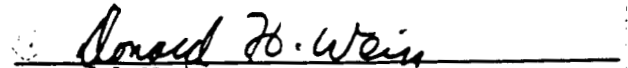

Nancy Hadden
Borough Clerk


Richard K. Van Nost
Mayor

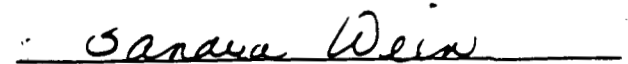


WITNESS


DONNA FRAIOLI


Donald Wein


DONNA FRAIOLI


Sandra Wein

STATE OF NEW JERSEY)
)
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 23rd day of April, 1991,
before me, the subscriber, a Notary Public of the State of
New Jersey, personally appeared Donald Wein and Sandra Wein,
his wife, who I am satisfied are the persons named in and who
executed the within Instrument, and thereupon they acknowledged
that they signed, sealed and delivered the same as their act
and deed and for the uses and purposes therein expressed.

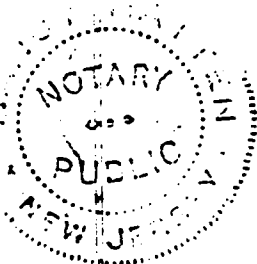
Donald H. Wein
Donald Wein

Sandra Wein
Sandra Wein

Sworn and subscribed to
before me this 23rd day
of April 1991

Nancy Hatten

NANCY HATTEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 18, 1992



AK 7439 PG 939

BOROUGH OF TENAFLY

RESOLUTION

OFFERED BY: Councilmember Rouse

SECONDED BY: Councilmember Lustig

At a regular meeting of the Mayor and Council of the Borough of Tenafly, N.J. held on Tuesday, April 24, 1990.

WHEREAS, ALPEX WHEEL COMPANY is the owner of Lot 1, Block 164 on the tax assessment map of the Borough of Tenafly, commonly known as 29 Atwood Avenue, Tenafly, New Jersey, has requested the Mayor and Council grant permission to install a sprinkler system within the sidewalk area as defined in Ordinance No. 691 as amended, on Atwood Avenue, North Summit Street and Jersey Avenue adjacent to the aforesaid property; and

WHEREAS, the Mayor and Council have considered the said request with consideration being given to the guidelines of the aforesaid Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the request is hereby approved, subject to the following conditions:

1. The property owners shall execute the agreement attached hereto and made a part hereof.
2. All cost and expenses, including legal fees, recording charges and engineering fees, shall be paid by the property owner and their successors and assigns as may be required by the said agreement. The property owner shall deposit \$200.00 in escrow with the Borough Clerk to cover the initial costs.

PLAINTIFF'S
EXHIBIT

6

3. The installation of the sprinkler system shall be in accordance with the plan prepared by the owner and attached hereto and made a part hereof.
4. The property owners shall, at any time in the future, and upon 30 days' notice, in writing, from the Mayor and Council, modify the plan as demanded by the Mayor and Council at their own cost and expense.

Dated: April 24, 1990

Vote recorded as follows:

Councilmember Rouse	Aye
Councilmember Bruck	Absent
Councilmember Saunders	Aye
Councilmember Arilotta	Absent
Councilmember Lustig	Aye
Councilmember Kerge	Absent

037855

95 APR 24 AM 9:05

A G R E E M E N T

THIS AGREEMENT, made this 7th day of April, 1995, between the BOROUGH OF TENAFLY, a Municipal Corporation of the State of New Jersey, having its principal office at 401 Tenaflly Road, Tenaflly, New Jersey, 07670 (hereinafter "Borough") and FULVIO TRAMONTINA, doing business as the VILLA CORTINA, located at 18 Piermont Road, Tenaflly, New Jersey 07670 (hereinafter "Owner").

W I T N E S S E T H

WHEREAS, VILLA CORTINA, which occupies premises known as Lot 9, Block 152, as set forth on the Tax Assessment Map of the Borough of Tenaflly, commonly know as 18 Piermont Road, has submitted to the Mayor and Council a request to construct a free-standing sign within the Borough right-of-way as defined in Borough Ordinance No. 691 as amended and as set forth on a plan attached hereto; and

WHEREAS, said free-standing sign will comply with all the provisions of the Sign Ordinance for a commercial business and pursuant to the plan attached to the application will be located near the northwesterly corner of the owner's property within the Borough right-of-way, and

WHEREAS, the Mayor and Council of the Borough of Tenaflly held a public hearing on March 14, 1995 at which time the Applicant was sworn and testified and no person from the audience asked any questions or asked to testify,

BK 7782 PG 497

PLAINTIFF'S
EXHIBIT

7

Di Giacommo

Consideration \$
 Realty Transfer Fee
 Recording Fee
 By
 Totals

and

WHEREAS, under present conditions the proposal would not hinder pedestrian or vehicular traffic and would not render pedestrian traffic dangerous or unsafe or obstruct the same.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and the mutual covenants and promises set forth herein the parties do agree as follows:

1. The property owner may construct said free-standing sign in the Borough right-of-way in accordance with the aforesaid plan.

2. The maintenance of said free-standing sign shall be the continuing duty and obligation of the property owner.

3. The property owner does hereby agree to indemnify and hold harmless the Borough for any liability occasioned by the encroachment into the said Borough right-of-way.

4. Any engineering or legal fees occasioned by this approval or any future modification pursuant to this Agreement shall be paid directly to the Borough by the property owner.

5. The Borough reserves the right to demand in the future the relocation of the said free-standing sign and within thirty (30) days of said demand, which shall be in writing, the property owner, at his own cost and expense, shall comply with the demand of the Borough.

6. In the event the said free-standing sign is removed from the Borough right-of-way as defined, or the property owner is in compliance with any then applicable ordinance, his liability hereunder shall cease.

7. The cost of recording this document shall be borne by the property owner.

8. This Agreement shall be a restriction upon the premises.

9. This Agreement shall be binding upon the parties, their heirs, successors, administrators, assigns and any prospective purchaser of said tract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and caused these presents to be signed by their proper officials and their corporate seal affixed the day and year first above written.

ATTEST:

Nancy Hatten
Nancy Hatten, Borough Clerk

BOROUGH OF TENAFLY

Walter W. Hemberger
Walter W. Hemberger, Mayor


WITNESS:

Donna E. Lick

VILLA CORINTINA

By: Fulvio Tramontina
Fulvio Tramontina, Owner

8" Ø P.V.C. OVERFLOW



45.05

CONFIDENTIAL

DEC 19 1930

BK 7782 P6500

T. 69° 00' W

STATE OF NEW JERSEY))
COUNTY OF BERGEN) SS:

BE IT REMEMBERED, that on this 7th day of April, 1995, before me the subscriber, a Notary Public of the State of new Jersey, personally appeared, Nancy Hatten, who being by me duly sworn on her oath, says that she is the Borough Clerk of the Borough of Tenafly, the Municipal Corporation named in the foregoing Instrument, that she well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was affixed and the said Instrument signed and delivered by Mayor Walter W. Hemberger, who was at the date thereof the Mayor of said Municipal Corporation, in the presence of this deponent, of said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary acts and deed of said corporation, by virtue of authority from its Mayor and Council, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

Nancy Hatten
Nancy Hatten, Borough Clerk

Sworn and subscribed to
before me this 7th day of
Dec 1 1925.

April 1991
Norma Francis

DONNA FRAJOLI
NOTARY PUBLIC OF NEW JERSEY
 BY COMMISSION EXPIRES SEPT. 11, 1996

BK 7782 PG 501

STATE OF NEW JERSEY)

) SS:

COUNTY OF BERGEN)

BE IT REMEMBERED, that on this ^{27th} day of *March*, 1994, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared FULVIO TRAMONTINA, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed and for the uses and purposes therein expressed.


FULVIO TRAMONTINA

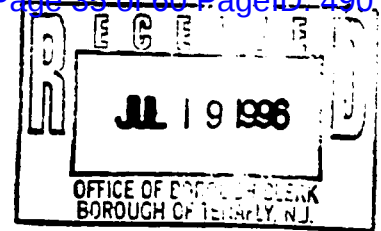
Sworn and subscribed to
before me this *27* day of

March, 1995.


Maria Schwartz

NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES ON 03/31/2000

Robert and Janet Rancan
46 Prospect Terrace
Tenafly, NJ 07670
(201) 569-2714



July 18, 1996

8/8 C.O.W.

cc: M+C
✓ WAL

SS/PR
JLW

Mayor and Council
Borough of Tenafly
401 Tenafly Rd.
Tenafly, NJ 07670

Dear Mayor Moscovitz:

I am writing to you in response to Gene Bialkowski's letter to me dated July 9th (copy enclosed) in order to ask permission to retain a section of fence that I erected in the right-of-way this spring.

My wife and I are owners of the house directly next door to the Grand Saloon. Our property marks the beginning of the R-7.5 zone. When the tavern was rebuilt last fall, the sidewalk construction tore up a portion of our front lawn. In April and early May, while restoring the lawn, we decided to add a small flower bed and "anchor" it with an 8' long, 4' high piece of wooden fence. What we did not realize, however, was that since our house and the bar are sited virtually without a setback, nearly all of the lawn is part of the right of way.

Prior to your June 6th meeting which concerned the Grand Saloon's application for outdoor tables, Mr. Bialkowski came by to measure where tables would be placed. At that time I had a conversation with him regarding this problem.

Although I have checked my survey and realize that Mr. Bialkowski is correct, I have decided to ask you for permission to leave the section in place. Since the width of the street varies, people walking in the street to the bar always angle across the grass in front of our house, even in wet and snowy conditions. We wanted to put something obvious across the sight line so that people would continue to walk in the street until they reached the new and well-lit sidewalk.

The fence section works: it is very visible and people have been skirting around its edges. At the same time, late at night



people tend to congregate as they leave further away from our windows.

As you will recall, we did express various concerns at the June 6th work session. We pointed out that the proximity of the buildings to each other makes the situation more difficult. We have had one other incident since then: a new flag was stolen from our porch steps on Flag Day. We believe that our small buffer helps somewhat.

Please give this matter due consideration at your next work session. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to be 'RR' followed by a long horizontal stroke.

Robert Rancan

cc; Gene Bialkowski
Construction Official



Borough of Tenafly

100 RIVEREDGE ROAD
TENAFLY, NEW JERSEY 07670
(201) 568-6100

OFFICE OF THE
BOROUGH CLERK

August 16, 1996

Robert Rancan
46 Prospect Terrace
Tenafly, NJ 07670

Dear Mr. Rancan:

Your letter requesting permission to retain a section of wooden fence 8' long and 4' high erected in the Borough's right-of-way on your property was discussed at a recent meeting of the Mayor and Council, and they have asked that I respond to you on their behalf.

The special circumstances surrounding your need to install the fence were duly noted, and upon individual inspections made to the site, your landscaping of the area demonstrates the care you have taken to incorporate the fence section as part of the property.

Permission has been granted for you to keep the fence section as it is presently installed, upon the following conditions, which are those placed on any and all property owners who request permission to install sprinkler systems, fences, etc. in the Borough's right-of-way:

- a. The maintenance of the fence section and surrounding landscaping is your continuing duty and obligation.
- b. You, as property owner, agree to indemnify and hold harmless the Borough for any liability occasioned by the encroachment of the fence section in the Borough's right-of-way.
- c. The Borough reserves the right to demand, in writing, in the future, the relocation of the fence section, and within 30 days of the demand, you agree to comply with this demand at your own cost and expense.
- d. This agreement pertains to the wooden section of fence, 8' long, 4' high, as described in your letter of July 18, 1996; any change from this initial installation requires notification to the Borough and possible reconsideration of the waiver granted.
- e. Should you decide to remove said fence section permanently, please be sure to notify the Borough of its removal.





Borough of Tenafly

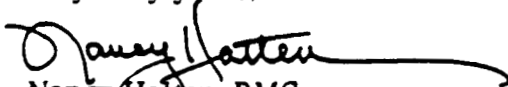
100 RIVEREDGE ROAD
TENAFLY, NEW JERSEY 07670
(201) 568-6100

OFFICE OF THE
BOROUGH CLERK

If you agree to abide by these conditions as outlined above, please sign the enclosed copy of this letter where indicated and return it to me at your earliest convenience.

As always, if you have any questions, please call me.

Very truly yours,

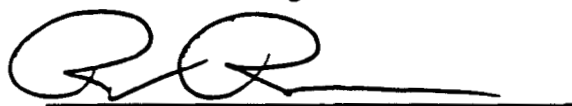

Nancy Hatten, RMC
Municipal Clerk

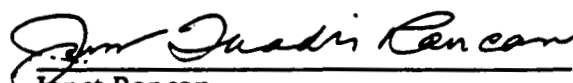
Enc.

cc: Mayor and Council
Gene Bialkowski, Construction Official

Date: 8/27/16

I understand the conditional waiver granted regarding the installation of the 8' long, 4' high section of wooden fence as outlined above, and agree to maintain the fence at my own cost and expense, remove the fence upon 30 days' written notice from the Borough at my own cost and expense, and indemnify and hold the Borough harmless from any liability related to the existence of this fence.


Robert Rancan


Janet Rancan

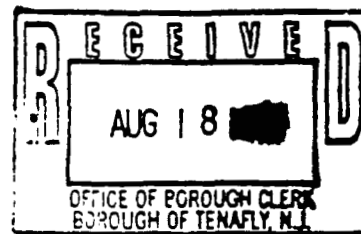


Borough of Tenafly

100 RIVEREDGE ROAD
TENAFLY, NEW JERSEY 07670
(201) 568-6100

OFFICE OF THE
BOROUGH CLERK

August 13, 1997



George A. Katsiaunis
Dorothy J. Myridakis
26 Woodland Park Drive
Tenafly, NJ 07670

Dear Mr. Katsiaunis and Ms. Myridakis:

Your letter requesting permission to install a cedar picket fence in the Borough's right-of-way on your property was discussed at a recent meeting of the Mayor and Council, and they have asked that I respond to you on their behalf.

Permission has been granted for you to install the fence a distance of 6' 5" from the curb, upon the following conditions, which are those placed on any and all property owners who request permission to install sprinkler systems, fences, etc. in the Borough's right-of-way:

- a. The maintenance of the fence and surrounding landscaping is your continuing duty and obligation.
- b. You, as property owner, agree to indemnify and hold harmless the Borough for any liability occasioned by the encroachment of the fence in the Borough's right-of-way.
- c. The Borough reserves the right to demand, in writing, in the future, the relocation of the fence, and within 30 days of the demand, you agree to comply with this demand at your own cost and expense.
- d. This agreement pertains to the cedar picket fence as shown on the attached survey dated April 14, 1994 with the distance from the curb amended to 6'5"; any change from this revised installation requires notification to the Borough and possible reconsideration of the waiver granted.
- e. Should you decide to remove said fence permanently, please be sure to notify the Borough of its removal.

PLAINTIFF'S
EXHIBIT

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If you agree to abide by these conditions as outlined above, please sign the enclosed copy of this letter where indicated and return it to me at your earliest convenience.

As always, if you have any questions, please call me.

Very truly yours,


Nancy Hatten, RMC
Municipal Clerk

Enc.

cc: Mayor and Council
Joseph Di Giacomo, Borough Administrator
Gene Bialkowski, Construction Official

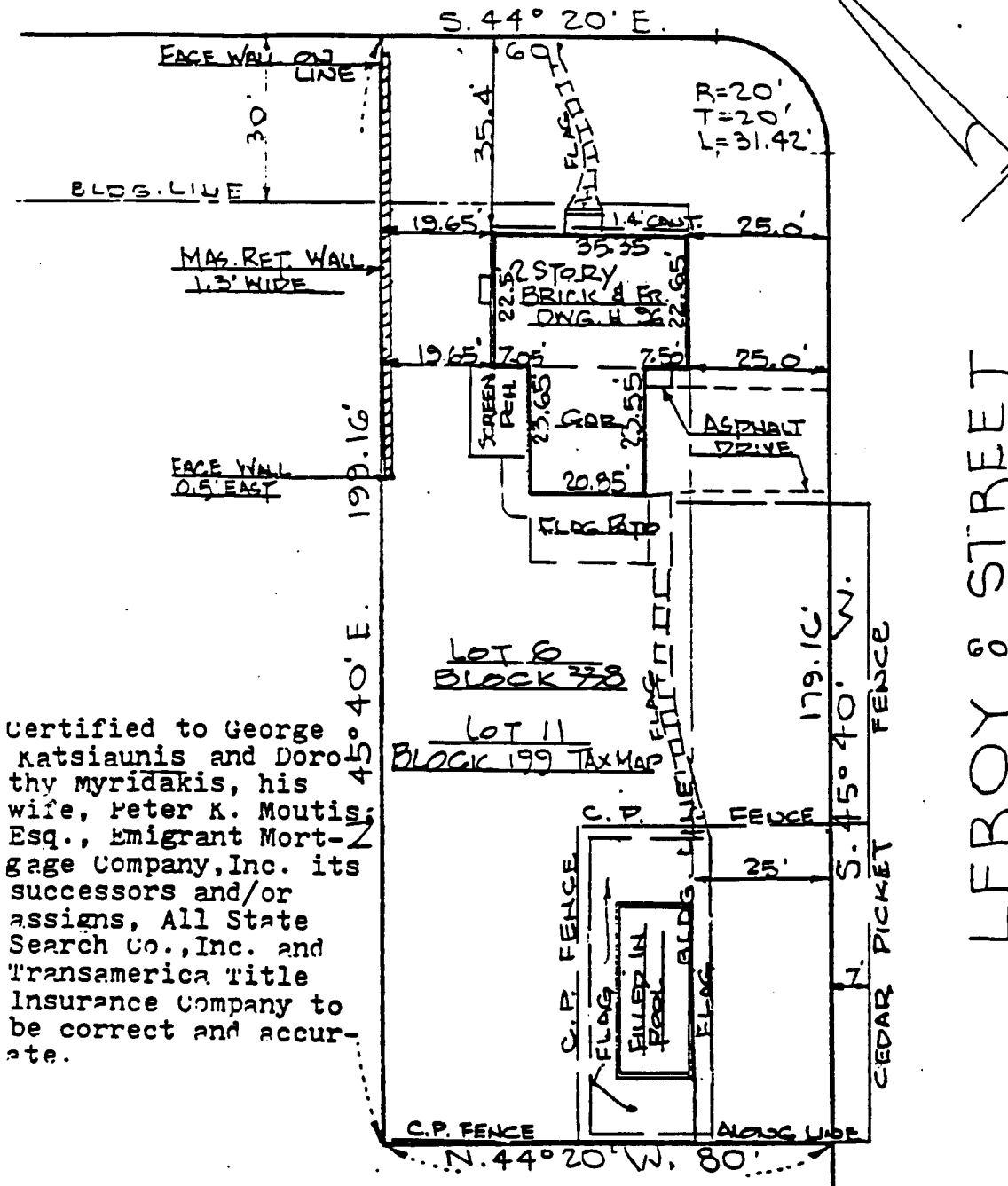
Date: 8/14/97

I understand the conditional waiver granted regarding the installation of the cedar picket fence as outlined above, and agree to maintain the fence at my own cost and expense, remove the fence upon 30 days' written notice from the Borough at my own cost and expense, and indemnify and hold the Borough harmless from any liability related to the existence of this fence.


George A. Katsiaunis


Dorothy J. Myridakis

arrangement no corner
markers were placed.



Certified to George Katsiaunis and Dorothy Myridakis, his wife, Peter K. Moutis, Esq., Emigrant Mortgage Company, Inc. its successors and/or assigns, All State Search Co., Inc. and Transamerica Title Insurance Company to be correct and accurate.

Description: Being known as Lot 6 in Block 338 on map entitled "Second Amended Map of Woodland Park Property of West Englewood Estates, Inc. at Tenafly, Bergen County, New Jersey, filed in the the BCCU on February 23, 1940 as Map No. 3115

**SURVEY AT
BOROUGH OF
TENAFLY
NEW JERSEY**

COOGAN & THOMAS
ENGINEERING & SURVEYING

364-4090
333 SOUTH WASHINGTON AVENUE
BERGENFIELD, NEW JERSEY 07621

DATE	SCALE
JULY 23, 1991	1" = 30'
REV.	REV.
APR. 14, 1994	REV.
REV.	REV.

JACK COOGAN, P.E., L.S.
PROFESSIONAL ENGINEER & LAND SURVEYOR

N. J. LIC. NO. 15466

JOHN R. THOMAS, L.S.
LAND SURVEYOR

N. A. LIC. NO. 9101

A G R E E M E N T

THIS AGREEMENT made this 20th day of November, 1990

BETWEEN THE BOROUGH OF TENAFLY, a municipal corporation of the State of New Jersey having its principal office at 401 Tenaflly Road, Tenaflly, New Jersey (hereinafter Borough)
AND ARNOLD and MYRA GANS, residing at 8 Dogwood Lane (Block 227, Lot 5.02) Tenaflly, New Jersey (hereinafter property owner).

WHEREAS, Arnold and Myra Gans, owners of Lot 5.02, Block 227 as set forth on the tax assessment map of the Borough of Tenaflly, commonly known as 8 Dogwood Lane have submitted to the Mayor and Council a request to construct and to re-construct a dry stone wall within the right of way in Dogwood Lane as defined in the Borough Ordinance No. 691 as amended as set forth on the plan dated November , 1990 and attached hereto as Schedule A.

WHEREAS, under present conditions it is the opinion of the Mayor and Council that the same would not render pedestrian traffic dangerous or unsafe or obstruct the same.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and the mutual covenants and promises set forth herein the parties do agree as follows:

1. The property owner may construct and reconstruct said wall in accordance with Schedule A.
2. The maintenance of said wall shall be the continuing duty and obligation of the property owner.
3. The property owner does hereby agree to indemnify

PLAINTIFF'S
EXHIBIT

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and hold harmless the Borough for any liability occasioned to the Borough by the encroachment into the said right-of-way area.

4. Any engineering or legal fees occasioned by the Borough by this approval or any future modification pursuant to this Agreement shall be paid directly to the Borough by the property owner.

5. The Borough reserves the right to demand in the future the relocation of the wall within thirty (30) days of said demand, which shall be in writing, and the property owners, at their own cost and expense, shall comply with the demand of the Borough.

6. In the event the said wall is hereafter totally removed from the area as defined, the owner's liability hereunder shall cease.

7. The cost of recording this document shall be borne by the property owner.

8. This agreement shall be a restriction upon the premises.

9. This agreement shall be binding upon the parties hereto, their heirs, successors, administrators, assigns and

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this day of November, 1990, before me, a Notary Public of the State of New Jersey, personally appeared NANCY HATTEN, who being by me duly sworn on her oath, says that she is the Borough Clerk of the Borough of Tenafly, the municipal corporation named in the foregoing Instrument, that she well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was affixed and the said Instrument signed and delivered by RICHARD K. VAN NOSTRAND, who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of said corporation, by virtue of authority from its Mayor and Council, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

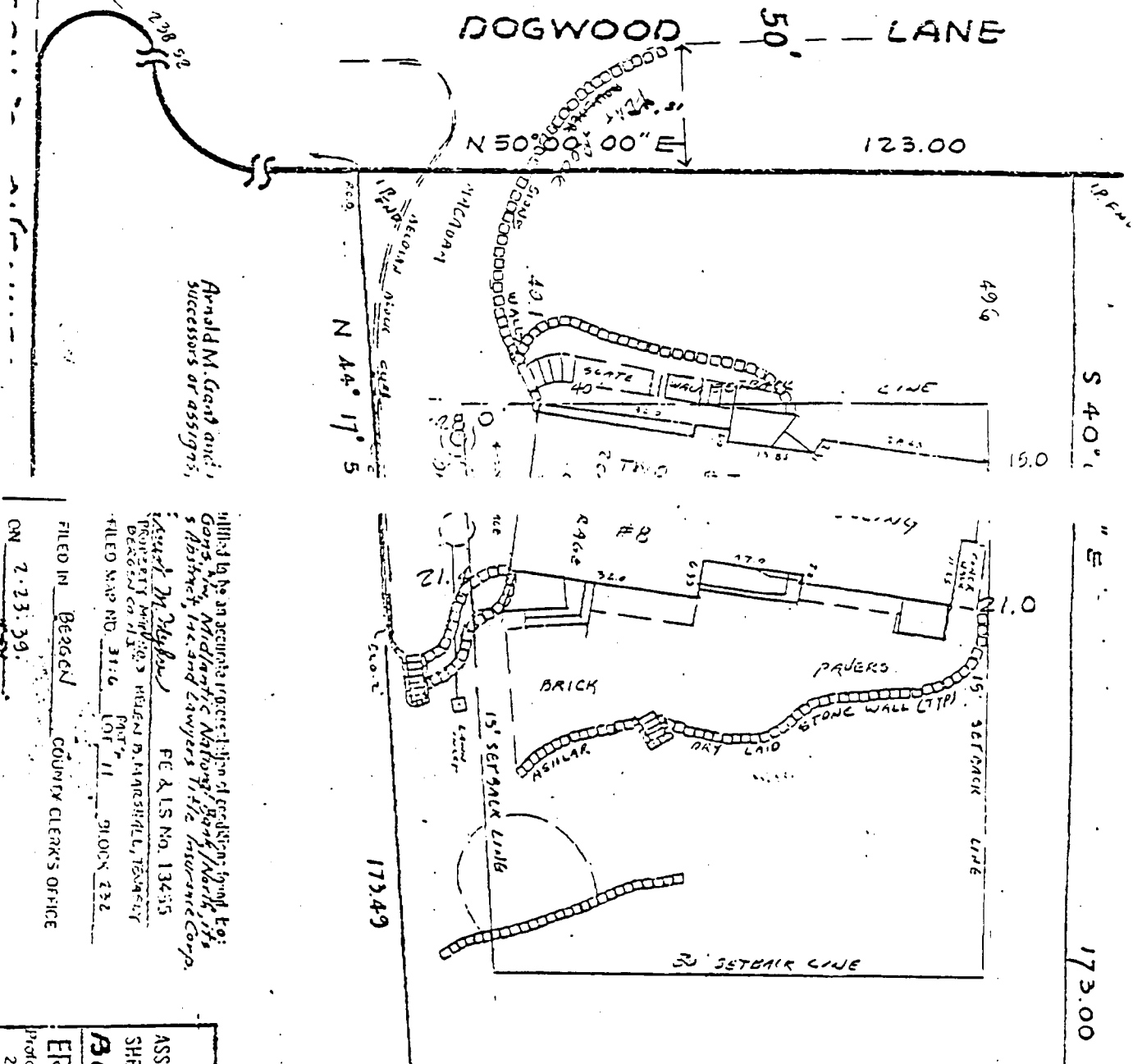
Pearl H. O'Connor
A Notary Public of New Jersey

PEARL H. O'CONNOR
NOTARY PUBLIC
MY COMM. EXPIRES 12/31/99

STATE OF NEW JERSEY)
)
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 14 day of November, 1990,
before me, the subscriber, a Notary Public of the State of
New Jersey, personally appeared Arnold Gans and Myra Gans,
who I am satisfied are the persons named in and who executed
the within Instrument, and thereupon they acknowledged that they
signed, sealed and delivered the same as their act and deed and
for the uses and purposes therein expressed.

Frank J. O'Connor
A Notary Public of New Jersey



BOROUGH OF TENAFLY

RESOLUTION

Motion by: Councilmember Saunders

Seconded by: Councilmember Rouse

At a regular meeting of the Mayor and Council of the Borough of Tenafly, N.J. held on Tuesday, November 13, 1990.

WHEREAS, Arnold and Myra Gans, owners of Lot 5.02 in Block 227 on the tax assessment map of the Borough of Tenafly, commonly known as 8 Dogwood Lane, Tenafly, New Jersey, have requested the Mayor and Council to grant permission to construct a certain stone dry-wall within the Municipal right-of-way as defined in Ordinance No. 691 as amended on Dogwood Lane upon which the aforesaid property fronts; and

WHEREAS, the Mayor and Council have received the report of the Building Department and considered the said request with consideration being given to the guidelines of the aforesaid ordinance.

NOW, THEREFORE, BE IT RESOLVED that the request is hereby approved, subject to the following conditions:

1. The property owners shall execute the agreement attached hereto and made a part hereof.
2. All cost and expenses, including legal fees, recording charges and engineering fees, shall be paid by the property owners and their successors and assigns as may be required by the said agreement.
3. The installation of the walls and plantings shall be subject to an accurate map to be submitted showing exact location of wall and plantings in the Borough right-of-way attached hereto and made a part hereof as Schedule A.
4. The property owner shall, at any time in the future upon 30 days' notice, in

writing, from the Mayor and Council,
modify the plan as demanded by the
Mayor and Council at the owner's own
cost and expense.

Dated: November 13, 1990

Vote recorded as follows:

Councilmember Rouse	Aye
Councilmember Bruck	Aye
Councilmember Saunders	Aye
Councilmember Arilotta	Aye
Councilmember Lustig	Aye
Councilmember Kerge	Absent

A G R E E M E N T

THIS AGREEMENT, made this 20th day of October, 1994, between the BOROUGH OF TENAFLY, a Municipal Corporation of the State of New Jersey, having its principal office at 401 Tenaflly Road, Tenaflly, New Jersey, 07670 (hereinafter "Borough") and GERHARD VAN BIEMA, residing at 200 Serpentine Road, Tenaflly, New Jersey 07670 (hereinafter "Owner").

W I T N E S S E T H

WHEREAS, GERHARD VAN BIEMA, the Owner of Lot 29, Block 138, as set forth on the Tax Assessment Map of the Borough of Tenaflly, commonly know as 200 Serpentine Road, has submitted to the Mayor and Council a request to construct a parking space within the sidewalk area as defined in the Borough Ordinance No. 691 as amended and as set forth on a plan attached hereto; and

WHEREAS, said parking area will be 18 feet in depth in a north south direction and 10 feet in width in an east west direction and pursuant to the plan attached to the application will be located near the southeasterly corner of the owner's property with the right of the owner to park a motor vehicle within the 10 feet area set aside for sidewalks, and

WHEREAS, the Mayor and Council of the Borough of Tenaflly after public hearing has recommended that the length of the parking area be extended in a northerly direction as approved by the Superintendent of the



Department of Public Works in order to minimize the use of the 10 foot sidewalk area by locating any parked vehicle in a more northerly direction; and

WHEREAS, under present conditions the proposal as may be modified by the Superintendent of the Department of Public Works, would not render pedestrian traffic dangerous or unsafe or obstruct the same.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and the mutual covenants and promises set forth herein the parties do agree as follows:

1. The property owner may construct said parking area in accordance with the aforesaid plan, as may be modified by the Superintendent of the Department of Public Works (the plan shall be maintained a permanent record with the Office of the Borough Clerk of the Borough of Tenafly.)

2. The maintenance of said parking area shall be the continuing duty and obligation of the property owner.

3. The property owner does hereby agree to indemnify and hold harmless the Borough for any liability occasioned by the encroachment into the said sidewalk area.

4. Any engineering or legal fees occasioned by this approval or any future modification pursuant to this Agreement shall be paid directly to the Borough by the property owner.

5. The Borough reserves the right to demand in the future the relocation of the parking area, and within thirty (30) days of said demand, which shall be in writing, the property owner, at his own cost and expense, shall comply with the demand of the Borough.

6. In the event the said parking area is removed from the sidewalk area as defined, or the property owner is in compliance with any then applicable ordinance, his liability hereunder shall cease.

7. The cost of recording this document shall be borne by the property owner.

8. This Agreement shall be a restriction upon the premises.

9. This Agreement shall be binding upon the parties, their heirs, successors, administrators, assigns and any prospective purchaser of said tract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and caused these presents to be signed by their proper officials and their corporate seal affixed the day and year first above written.

ATTEST:

Nancy Hatten
Nancy Hatten, Borough Clerk

BOROUGH OF TENAFLY

Walter W. Hemberger
Walter W. Hemberger, Mayor

WITNESS:

Donna F. Cusli

Gerhard Van Biema
Gerhard Van Biema, Owner

STATE OF NEW JERSEY))
COUNTY OF BERGEN) ss:

COUNTY OF BERGEN)
BE IT REMEMBERED, that on this 20th day of October, 1994, before me the subscriber, a Notary Public of the State of new Jersey, personally appeared, Nancy Hatten, who being by me duly sworn on her oath, says that she is the Borough Clerk of the Borough of Tenafly, the Municipal Corporation named int he foregoing Instrument, that she well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was affixed and the said Instrument signed and delivered by Mayor Walter W. Hemberger, who was at the date thereof the Mayor of said Municipal Corporation, in the presence of this deponent, of said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary acts and deed of said corporation, by virtue of authority from its Mayor and Council, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

Nancy Hatten, Borough Clerk

Sworn and subscribed to
before me this 20th day of
October, 1994.

Donna Frauli

DONNA FRACLI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 11, 1998

STATE OF NEW JERSEY)

) SS:

COUNTY OF BERGEN)

BE IT REMEMBERED, that on this ^{4th} 20th day of October, 1994, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared GERHARD VAN BIEMA, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed and for the uses and purposes therein expressed.

Gerhard Van Biema.
GERHARD VAN BIEMA

Sworn and subscribed to
before me this 20th day of
October, 1994.

Donna Frajoli

DONNA FRAJOLI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 11, 1998

12/14/2000

11:01

2013678000

SELLING LINDEMAN

TO 12127354663

F.03/00

LESNEVICH & MARZANO-LESNEVICH

Attorneys At Law
A Partnership of Board Certified Attorneys

WALTER A. LESNEVICH *†
MADELINE MARZANO-LESNEVICH *

AMANDA S. TRIGG *
SCOTT A. LATERRA

Certified Paralegals
MEREDITH KAY SINCLAIR
LAKISHA GRIFFIN



15 WEST RAILROAD AVENUE
TENAFLY, N.J. 07670-2018
201-567-8377

400 MADISON AVE. 18th FLOOR
NEW YORK, NY 10017
212-912-0774

FAX 201-567-8583
e-mail: lesnevich@msn.com

Via Facsimile & Regular Mail

December 13, 2000

Mr. Jim Gaffney
Director of Operations
Cablevision
5 Legion Drive
Cresskill, NJ 07626

RE: Tenaflly Eruv Association

Dear Mr. Gaffney:

As you are aware I am the Borough Attorney of the Borough of Tenaflly. The Mayor and Council met in session and voted to deny the application of the Tenaflly Eruv Association to erect an eruv in Tenaflly yesterday December 12, 2000.

The agreement to not take action is, therefore, invalid. The Borough of Tenaflly hereby returns to its original request to you to remove any items placed for the eruv. Please take action as soon as possible.

Very truly yours,

WALTER A. LESNEVICH
WAL/cc

Pc: Mayor & Council
Richard Shaprio, Esq. (via facsimile)

PLAINTIFF'S
EXHIBIT

tabbbs

13